PART-A

SECTION – VII

PRO-FORMA

Section-VII: Pro-forma

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Annexure – A

FORM OF AGREEMENT

(as per 33.0 of ITT)

CONTRACT No. BMRCL……..

This **Contract Agreement** (hereinafter called the **"Contract"**) is made at Bengaluru on the .....day of ".....*Month & Year*....." by and between:

BANGALORE METRO RAIL CORPORATION LIMITED, a Company incorporated under Companies Act 1956, represented herein by ....., authorized to sign and bind the Company, with its office located at III Floor, BMTC Complex, K.H. Road, Shanthinagar, Bengaluru 560 027, Karnataka State, India hereinafter referred to as the **"BMRCL"** or the **"EMPLOYER"**, as the case may be, which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and assigns, of the one part,

and

M/s. ".....(*Name of Contractor*) ....." a proprietorship Firm / Partnership Firm / Registered Company having their office/principal place of business at "..... *Address*....." represented by its ..... herein referred to as the **"CONTRACTOR"** OR **"XXXX"** (Name of Company / Firm in Brief) which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors to business, legal heir and assigns, on the other part,

WHEREAS the Contractor has offered a Tender for the work of "..... *(name of works)* ....." and for this purpose agrees to undertake performance of the work under the Terms and Conditions set forth in this Contract.

AND WHEREAS BMRCL has accepted the Tender submitted by the Contractor for execution of the aforesaid Work and agrees to hire the 'Contractor' and the 'Contractor' agrees to be hired to implement the work of "..... *(name of works)* ....." vide LOA No. BMRCL..... under the Terms and conditions specified in this Contract Agreement and the other Contract Documents.

Now THEREFORE the parties hereby agree as follows:

Clause 1: Words and Expression

In this Contract, all the words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.

Clause 2: The Contract Documents

The following shall be deemed to form and be read and construed as a part of this Contract Agreement:

a) Letter of Award No. ..... dated.....
b) Acceptance by the Contractor
c) Notice Inviting Tender

d) Instructions to Tenderers / Bidders
e) General Conditions of Contract.
f) Erection Conditions of Contract.
g) Special Conditions of Contract.
h) Bid Forms / Tender Forms.
i) Technical Specifications including scope of Work.
j) Priced Bill of quantities.
k) Contractor's Technical and Financial proposal date.....
l) Drawings, GTP's, Technical literature etc.,.
m) All correspondence between the Tenderer / Bidder and BMRCL from the date of issue of NIT and the date of issue of LOA.
n) Performance Security in the form of Bank Guarantee issued by Bank.....(Write name of the Bank) vide B.G. No..... dated..... amounting to ₹..... (in words) ..... valid up to ..... and its authenticity as confirmed by the issuing bank vide their SFMS No..... dated.....

OR

The Insurance Security Bonds (ISB) issued by the **Insurance Company authorized by Insurance Regulatory and Development Authority of India (IRDAI)** vide ISB. No..... dated..... amounting to ₹..... (in words) ..... valid up to ..... and its authenticity as confirmed by the issuing **Insurance Company.**

o) Any other document forming part of this Contract.

All of the foregoing documents, together with this Contract Agreement, are referred to herein as the Contract. Also incorporated into the Contract and made part hereof, are all codes, standard specifications, and similar requirements that are referred to therein.

Clause 3: Obligations of the Contractor

The Contractor agrees, subject to the terms and conditions of the Contract, to perform efficiently and faithfully all of the works of "....*Name of the work*....." which includes ".....*brief description of work*....." required for or incidental to the successful completion of the Works and in carrying out all duties and obligations imposed by, the Contract.

Clause 4: Obligation of the Employer

In consideration thereof, the 'Employer' agrees, subject to the terms and conditions of the Contract, to pay the Contractor the amount specified and at the rates and terms and in the manner set forth in the Contract.

Clause 5: Contract Price and Completion Time:

The Contract price shall be inclusive of all taxes, duties and cess including taxes deducted at source, insurance and exclusive of CGST and SGST. BMRCL shall pay the CGST and SGST as applicable as per law as per clause.26. of General Conditions of Contract and completion time for executing the works under the Contract are as specified below:

1.	Amount Specified in the Tender	
2.	Accepted percentage premium of the Tender (Above / Below / At par)	
3.	Accepted Contract Price	

4.	Date of Commencement of work	
5.	Completion period	

Clause 6: Integration

The 'Employer' and the 'Contractor' agree that this Contract Agreement, together with other Contract Documents referred to in clause 2 above, expresses all of the agreements, understandings, promises and covenants of the parties, and integrates, combines and supersedes all prior and contemporaneous negotiations, understandings and agreements, whether written or oral and no modification or alteration of the Contract Documents shall be valid or binding on either party, unless expressed in writing and executed with the same formality as this Contract Agreement, except as may otherwise be specifically provided in the Contract Documents. This contract agreement shall prevail in case of any inconsistencies contained in the contract documents.

Clause 7: Governing Law

This Contract is construed and enforceable under the applicable laws of the Republic of India.

Clause 8: Jurisdiction

Where recourse to a Court of law is to be made in respect of any matter, the Court at Bengaluru shall have the exclusive jurisdiction to try all disputes between Parties, under this contract agreement.

Clause 9: Language

This Contract Agreement and the other Contract Documents are made in the English language.

Clause 10: Guarantee of works / Defects Liability Period (DLP)

The Contractor shall Guarantee that the equipment/material supplied by him will be new, unused and in accordance with the contract documents and free from defects in material and workmanship and the guarantee period for major materials such as RMU's, HT/LT UG Cable, Transformers, CSS etc., commencing from the date of commissioning shall be as stipulated by BESCOM from time to time prevailing as on the date of Bid Submission and guarantee period for all other minor materials including erection and civil works shall be for a period of Twelve (12) months from the date of commissioning. The Contractor shall be liable for the equipments / materials or works or any portion thereof found to be defective for causes arising from faulty materials or workmanship or other causes for which in the judgment of BMRCL, the Contractor is responsible. He shall make good any damages arising there from, notwithstanding the fact that the completion certificate may have been issued.

Clause 11: Notices

All Notices called by the Terms of the Contract shall be in writing in English Language and shall be delivered by hand or by registered Post with acknowledgement due. All notices shall be deemed to be duly made by the party to whom it is addressed at the following address or such other addresses as such party may subsequently notify the other.

To Employer:

Chief Engineer (U/S)

“.....Address .....”

To Contractor:

M/s. .....

.....

.....,

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed in their respective name by the authorized signatories as of the day and year first above written

BMRCL/The Employer **Bangalore Metro Rail Corporation Limited** **(EMPLOYER)**	**…….,** **(CONTRACTOR)**
(.....)	( )
	M/s …….,
WITNESS	**WITNESS**
	( )
(.....)	M/s …….

Note:- *The Form of Agreement is tentative and may be modified as considered necessary at the time of finalization/signing of the contract.*

Annexure – B (BG/e-BG-EMD)

BANK GUARANTEE FOR TENDER SECURITY/EARNEST MONEY DEPOSIT OF TENDER

(Refer ITT clause 16)

(To be stamped in accordance with Stamp Act, if any, applicable for the issuing bank)

To
Bangalore Metro Rail Corporation Limited (BMRCL)
3rd, floor BMTC Complex,
K.H. Road, Shanthinagar
Bangalore- 560027.
Karnataka, India.

1. **WHEREAS** _____ *[Name and Address of the Tenderer]* (hereinafter referred to as the "Bidder" or "Tenderer") has undertaken for submission of Tender in pursuance of Tender Notification No. _____ for _____ *[Name of the Works]* (hereinafter referred to as the "Bid" or "Tender").

2. **AND WHEREAS** it has been stipulated in the Tender issued by Bangalore Metro Rail Corporation Limited (BMRCL) (hereinafter referred to as the "Employer" or "BMRCL") that the Tenderer shall furnish to Employer an unconditional and irrevocable Bank Guarantee from an Indian Scheduled Bank (excluding Cooperative Bank) or from a Scheduled Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with second schedule, for the sum specified herein below as Tender Security(EMD) for compliance of the obligations in accordance with the Tender conditions. In pursuance to this, M/s_____ has requested for issuance of the Bank Guarantee for the sum specified herein below as Tender security (EMD).

3. **AND WHEREAS** we _____ *[Name and full address of the Bank including Email address]* having registered office at _____ (hereinafter referred to as the "Bank"), which expression shall unless repugnant to the context or the meaning thereof, include its successors, administrators, executors, assignees, do hereby agree to give the Employer such a Bank Guarantee drawn and payable at Bengaluru _____ branch on behalf of the tenderer.

4. **NOW therefore**, the Bank hereby affirm that it is the guarantor and responsible to 'Employer' and their successors, on behalf of the 'Tenderer' up to a total sum of INR/Foreign Currency/ies _____ *[the amount of Guarantee to be specified in figure and words in the respective currency/ies as specified in the Tender document]*. Further, the Bank hereby unconditionally, irrevocably and without demur undertake to immediately pay, the Employer upon the Employer's first written demand and without cavil, or arguments any sum or sums within the limits of the sum specified in this Bank Guarantee as aforesaid without the Employer being required to prove or to show grounds or reasons for the demand, by depositing/crediting to the Current Account of the Employer, the sums specified herein.

5. This Bank Guarantee is encashable at the issuing Bank's designated Branch in Bengaluru (Bangalore) Karnataka, India, as mentioned below:

   Name of the Bank, Branch and contact details Address Telephone no: & Fax No: E-mail Address Branch Manager/s name & mobile No: Bank Zonal Office Address, Telephone No, Fax Number, E-mail Address: _____

   OR

   This e- Bank Guarantee shall be encashable at the issuing branch of the Bank through NeSL portal.

6. The Bank hereby confirms that the Bank is on the SFMS (Structural Finance Messaging System) platform and shall invariably send an advice of the Bank Guarantee to the designated Bank of

the Employer as given below:

Sl. No.	Particulars	Details
i	Name of Beneficiary	Bangalore Metro Rail Corporation Limited
ii	Name of Bank	Bank of India
iii	Branch	Cantonment Branch, Bengaluru.
Sl. No.	**Particulars**	**Details**
iv	Address of Branch	49, Jyothi Mahal, St. Mark's Road, Bangalore – 560 001
v	Account No.	840420110000760
vi	IFSC Code:	BKID0008404

7. This Bank Guarantee shall be encashed at the demand of the Employer on or before the due date.
8. The Employer shall have full rights to encash this bank guarantee at any time during the validity period and the 'Tenderer' shall have no right or claim whatsoever in the matter of encashment of the Bank guarantee amount by the 'Employer'. The Bank will be fully responsible in terms of the guarantee and obligation, to make immediate payment to 'Employer', without the consent of the Tenderer and without referring the matter to the 'Tenderer'.
9. The Bank will deliver the money required by the 'Employer' immediately on demand without delay without reference to the 'Tenderer' and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the 'Tenderer'.
10. Courts at Bengaluru, Karnataka, India shall have exclusive jurisdiction for adjudicating the disputes arising out of the encashment of the Guarantee, and, the said Bank undertakes not to revoke this Guarantee during its currency, except with the previous consent of the 'Employer' in writing and agree that any change in the constitution of the Bank shall not discharge its liability hereunder.
11. This Bank Guarantee will not be discharged due to the change in the constitution of the 'Tenderer' or change in the constitution of the bank.
12. This Deed of guarantee is signed and executed by Shri/Smt _____ and Shri/Smt _____ who is/are authorized by the Bank for issuing the guarantee on its behalf and their ID No/s. and Email address/es being_____ & _____ and _____ & _____ respectively.
13. The Bank's liability under this Guarantee shall not exceed the amount of _____ *[Indian Rupees/Foreign Currency/ies to be specified in words and figures].*
14. This guarantee shall be valid till _____ *[Date to be mentioned]*.
15. The pendency of any dispute or arbitration or other proceedings shall not affect this guarantee in any manner.
16. It is hereby agreed that the liability of the Bank under this guarantee shall cease on whichever of the following events first occurs.

a) Payment by the Bank of the guaranteed sum in full to the 'Employer',

OR

b) Receipt of written communication from the 'Employer' to the Bank along with the original Bank Guarantee discharging the Bank of its liability covered by this Bank Guarantee and in

case of electronic Bank Guarantee (e-BG), after release/discharge of e-BG by the Employer through NeSL Portal

SIGNATURE AND SEAL OF THE GUARANTOR
NAME OF THE BANK_____
ADDRESS_____
DATE:

SIGNATURE AND SEAL OF THE GUARANTOR
NAME OF THE BANK_____
ADDRESS_____
DATE:

Notes:

1. *The stamp paper of appropriate value shall be purchased in the name of the bank, who issues the 'Bank Guarantee".*
2. *The above format shall be used for e-Bank Guarantee also.*
3. *For issuance of e-BG, the UIN (PAN No.) of BMRCL is AAACB4881D.*
4. *Tender No. shall be the reference to be mentioned in the e-BG*

Annexure – B (ISB-EMD)

Proforma off Insurance Surety Bond towards EMD

(To be stamped in accordance with Stamp Act of India)

Insurance Surety Bond No.:

Date:

To
Bangalore Metro Rail Corporation Limited (BMRCL)
3rd, floor BMTC Complex,
K.H. Road, Shanthinagar
Bangalore- 560027.
Karnataka, India.

Dear Sirs,

In accordance with Instructions to Tenderers under your Bid Document No. ..... {**Tender Reference No.**}, M/s..... { **Contractor's Name**} having its Registered/Head Office at .....{**address**} (hereinafter called the ' Contractor ') wish to participate in the said bid for.....{**Tender Title**}.

As an irrevocable Insurance Surety Bond against Bid Security for an amount of .....(*).....valid for days from .....(**) required to be submitted by the Contractor as a condition precedent for participation in the said bid which amount is liable to be forfeited on the happening of any contingencies as mentioned under the Bidding Documents.

We, the.....{Name of the Insurer} having our Head Office at .....{address of the Insurer} guarantee and undertake to pay immediately on demand by Bangalore Metro Rail Corporation Limited (BMRCL), (hereinafter called the 'Employer') the amount of .....(*)..... without any reservation, protest, demand and recourse. Any such demand made by the 'Employer / BMRCL' shall be conclusive and binding on us irrespective of any dispute or difference raised by the Contractor and/or any right/remedy available to the Contractor in terms thereof.

This Insurance Surety Bond shall be unconditional as well as irrevocable and shall remain valid upto.....(@) If any further extension of this Insurance Surety Bond is required, the same shall be extended to such required period (not exceeding one year) on receiving instructions from M/s..... { Contractor 's Name} on whose behalf this Insurance Surety Bond is issued.

In witness where of the Insurer, through its authorized officer has set its hand and stamp on this ..... day of ..... 20..... at .....

.....
(Signature)

.....
(Name)

.....
(Designation with Insurer Stamp)

Authorized Vide Power of Attorney PoA No.....

Date.....

NOTE:

1. (*) The amount shall be as specified in the ITT.

   (**) This shall be the last date of bid submission deadline.

   (@) This date shall be Sixty (60) days after the last date for which the bid is valid.

2. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.

3. The Employer shall be the Creditor, the Contractor shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.

4. The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e- stamp paper shall be purchased in the name of Contractor /Insurer issuing the Insurance Surety Bond.

5. While getting the Insurance Surety Bond issued, Contractors are required to ensure compliance to the points mentioned in Form of Bank Guarantee/Insurance Surety Bond Verification Check List enclosed in this Section of Bidding Documents. Further, Contractors are required to fill up this Form and enclose the same with the Insurance Surety Bond.

Annexure – C (BG/e-BG – CPS)

BANK GUARANTEE FOR PERFORMANCE OF CONTRACT

(Refer GCC clause 12)

(To be stamped in accordance with the Stamp Act of the Country of issuing bank)

To
BANGALORE METRO RAIL CORPORATION LIMITED (BMRCL)
III FLOOR BMTC COMPLEX,
K.H. ROAD, SHANTHINAGAR
BANGALORE- 560027.
KARNATAKA, INDIA.

1. **WHEREAS**_____[*Name and Address of the Contractor*] (hereinafter referred to as the "Contractor") has undertaken for due performance of Contract, in pursuance of LOA/Contract No._____ for _____(description of the Contract work of Bangalore Metro Rail Project to be specified) (hereinafter referred to as the "Contract"). The Contract was awarded by Bangalore Metro Rail Corporation Limited (hereinafter referred to as the "Employer" or "BMRCL"), which expression shall unless repugnant to the context or the meaning thereof, include its successors, administrators, executors and assignees, to the contractor.
2. **AND WHEREAS** it has been stipulated in the Contract that the contractor shall furnish to the Employer with an unconditional and irrevocable Bank Guarantee for Performance Security for the sum specified herein below as security for compliance of the obligations and performance of the Contract. In pursuance of this M/s. _____ (the contractor) has requested for issuance of the Bank Guarantee for the sum specified herein below.
3. **AND WHEREAS** we_____ (*the name and full address of the Bank including Email address*) having registered office at_____ (hereinafter referred to as the "Bank") which expression shall unless repugnant to the context or the meaning thereof, include its successors, administrators, executors, assignees and the correspondent Bank hereby agrees to give the Employer on behalf of the Contractor such a Bank Guarantee, drawn and payable at Bengaluru branch.
4. **NOW therefore**, the bank hereby affirm that we are the guarantor and responsible to Employer and their successors, on behalf of the Contractor upto a total sum of _____ (*amount of Guarantee to be specified in figure and words in respective of currency/ies in which the contract price is payable*). Further, the Bank hereby unconditionally, irrevocably and without demur undertake to immediately pay the Employer upon your Employer's first written demand and without cavil, or arguments any sum or sums within the limits of the sum specified in this Bank Guarantee as aforesaid without the Employer being required to prove or to show grounds or reasons for your demand, by depositing/crediting to the Current A/c. of EMPLOYER (BMRCL), the sums specified herein.
5. This Bank Guarantee is encashable at the issuing Bank's designated Branch in Bengaluru (Bangalore) Karnataka, India, as mentioned below:

   Name of the Bank, Branch and contact details, Address, telephone no: & Fax No: E-mail Address Branch Manager/s name & Mobile No: Bank Zonal Office Address, Telephone No, Fax No, E-mail Address: _____

   OR

   This e-Bank Guarantee shall be encashable at the issuing branch of the Bank through NeSL portal.

6. The Bank hereby confirms that the Bank is on the SFMS (Structural Finance Messaging System) platform and shall invariably send an advice of the Bank Guarantee to the designated Bank of the Employer (Bangalore Metro Rail Corporation Limited) as given below:

Sl.	Particulars	Details

No.		
i	Name of Beneficiary	Bangalore Metro Rail Corporation Limited
ii	Name of Bank	Bank of India
iii	Branch	Cantonment Branch, Bengaluru.
iv	Address of Branch	49, Jyothi Mahal, St. Mark's Road, Bangalore – 560 001
v	Account No.	840420110000760
vi	IFSC Code:	BKID0008404

7. This Bank Guarantee shall be encashed at the demand of the Employer on or before the due date.

8. The Employer shall have rights to encash this Bank Guarantee at any time during the validity period and the 'Contractor' shall have no right or claim whatsoever in the matter of encashment of the Bank Guarantee amount by the 'Employer'. The Bank will have their responsibility in terms of the guarantee and obligation, to make immediate payment to the 'Employer', without the consent of the 'Contractor' and without referring the matter to the 'Contractor'.

9. The Bank shall be liable to pay the 'Employer', any amount up to and inclusive of the aforementioned full amount upon written order from the 'Employer' to indemnify the 'Employer' for any liability or damage resulting from any defects and/or shortcomings of the 'Contractor' and/or the debts the 'Contractor' may have incurred with the 'Employer' and/or any parties involved in the Works under the Contract mentioned above, whether these defects and/or shortcomings and/or debts are actual and/or estimated and/or expected. The Bank will deliver the money required by the 'Employer' immediately on demand without delay without reference to the 'Contractor' and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the 'Contractor'.

10. Courts at Bengaluru, Karnataka, India shall have exclusive jurisdiction for adjudicating the disputes arising out of the encashment of the Guarantee, and, the said Bank undertakes not to revoke this Guarantee during its currency, except with the previous consent of the 'Employer' in writing and agree that any change in the constitution of the Bank shall not discharge its liability hereunder.

11. This Bank Guarantee will not be discharged due to the change in the constitution of the 'Contractor' or change in the constitution of the Bank.

12. This Deed of guarantee is signed and executed by Shri/Smt _____and Shri/Smt _____who is/are authorized by the Bank for issuing the guarantee on its behalf and their ID No/s. and Email address/es being _____ & _____ and _____ & _____ respectively.

13. The Bank's liability under this Guarantee shall not exceed the amount of_____ *[Indian Rupees/Foreign Currency/ies to be specified in words and figures].*

14. This Bank guarantee shall be valid till _____ *[Date to be mentioned].*

15. The pendency of any dispute or arbitration or other proceedings shall not affect this guarantee in any manner.

16. It is hereby agreed that the liability of the Bank under this guarantee shall cease on the happening of any of the following events:

a) Payment by the Bank of the Guaranteed sum in full to the 'Employer',

OR

b) Issue of written communication by the Employer, to the Bank, along with the original Bank Guarantee discharging the Bank of its liability covered by this Bank Guarantee and in case of electronic Bank Guarantee (e-BG), after release/discharge of e-BG by the Employer through NeSL Portal.

SIGNATURE AND SEAL OF THE GUARANTOR

DATE:_____

NAME OF THE BANK:_____

ADDRESS:_____

Notes:

1. Any one of the following type of 'Bank Guarantee' is to be inserted in the heading after the word '**FORM OF BANK GUARANTEE FOR'** according to the purpose:
   a) "**PERFORMANCE SECURITY**" or
   b) "**MOBILIZATION ADVANCE PAYMENT**" or
   c) "**PAYMENT OF RETENTION MONEY**" or
   d) "**SAFE CUSTODY OF MATERIALS**".
2. In Para-2, insert from the bracket the appropriate option according to the type[2.1] and purpose[2.2] of the BG to fill in the blanks.
3. The stamp paper of appropriate value shall be purchased in the name of the bank, who issues the 'Bank Guarantee".
4. The Bank Guarantee to be submitted shall be got issued from an Indian Scheduled Bank (excluding Cooperative Bank) or from a Scheduled Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with second schedule.
5. The above format shall be used for e-Bank Guarantee also.
6. For issuance of e-BG, the UIN (PAN No.) of BMRCL is AAACB4881D.
   Tender No. shall be the reference to be mentioned in the e-BG.

Annexure – C (ISB – CPS)

Form of Insurance Surety Bond towards Performance Security

(To be stamped in accordance with Stamp Act of India)

Insurance Surety Bond No:
Date:

To
BANGALORE METRO RAIL CORPORATION LIMITED (BMRCL)
III FLOOR BMTC COMPLEX,
K.H. ROAD, SHANTHINAGAR
BANGALORE- 560027.
KARNATAKA, INDIA.

Dear Sirs,

In consideration of the **BANGALORE METRO RAIL CORPORATION LIMITED (BMRCL)**, (hereinafter referred to as the **Employer** which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having Awarded to M/s..... with its Registered/Head Office at ..... (hereinafter referred to as the '**Contractor**' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Owner's **Letter of Acceptance to Award the Contract No.....dated.....** and the same having been unequivocally accepted by the Contractor, resulting in a Contract bearing No..... dated .....valued at.....for .....(Scope of Contract) and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful Performance of the entire Contract equivalent to **10% (Ten Percent)** of the **Amount put to tender (Excluding GST)** plus additional security for unbalanced tenders in accordance with Clause 32.2 of ITT and Clause 12 of the CC (Conditions of Contract).

We ..... .[Name & Address of the Insurer] .....having its Head Office at ..... (hereinafter referred to as the '**Insurer**', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, on demand any and all amount payable by the Contractor to the extent of .....(*)..... as aforesaid at any time upto.....[days/month/year] without any condition, demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Employer on the Insurer shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

The Insurer undertakes not to revoke this Insurance Surety Bond during its currency and or any period extended under the contract, without prior consent of the Employer and further agrees that the guarantee herein contained shall be enforceable till the Employer discharges this guarantee.

The Employer shall have the fullest liberty, without affecting in any way the liability of the Insurer under this Insurance Surety Bond, from time to time to extend the performance of the Contract by the Contractor for the purpose of which, the Insurer shall be liable to extend the validity of the present Insurance Surety Bond without any demur, condition, protest and the Insurer shall at no point in time have an option of revoking the same, The

Employer shall have the fullest liberty, without affecting this Insurance Surety Bond, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Employer and the Contractor or any other course or remedy or security available to the Employer. The Insurer shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to the aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Insurer.

The Insurer also agrees and undertakes that the Employer at its option shall be entitled to enforce this Insurance Surety Bond against the Insurer as a Surety, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's liabilities.

Notwithstanding anything contained hereinabove our liability under this Insurance Surety Bond is restricted to .....(*) and it shall remain inforce upto and including .....(@) and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s.{ **Contractor's Name**}on whose behalf this Insurance Surety Bond has been given.

Dated this ..... day of .....
20..... at.....

WITNESS

Signature.....	(Signature)
Name.....	Name:
Official Address	(Designation with Insurer Stamp)
	Authorised Vide Power of Attorney No. :.....
WITNESS	
Signature.....	Date:
Name.....	
Official Address	

Notes: (*) This sum shall be five percent **10% (Ten Percent)** of the **Awarded Contract Price (Excluding GST)** plus additional security for unbalanced tenders in accordance with Clause 32.2 of ITT.

1. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).

2. The Employer shall be the Creditor, the Contractor shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety

Bond to be issued by the Insurer.

3. The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e- stamp paper shall be purchased in the name of Contractor Insurer issuing the Insurance Surety Bond.

4. While getting the Insurance Surety Bond issued, the Contractor is required to ensure compliance to the points mentioned in Form of Bank Guarantee/ Insurance Surety Bond Verification Check List. Further, the Contractor is required to fill up this Form and enclose the same with the Insurance Surety Bond.

BANK GUARANTEE/INSURANCE SURETY BOND VERIFICATION CHECK LIST

(To be submitted with EMD and CPG)

1. Bank Guarantee/Insurance Surety Bond (ISB) No. & Date: ……..

2. Name of Issuing Bank/Branch/Insurance Agency : ……

3. Amount :…… ……..

4. Nature of BG/ISB & No. of Pages : ……

5. Validity of BG/SIB : ……

6. Contractor Reference :

Sl. No.	*Details of Checks*	Yes/No
1.	Is the BG/ Insurance Surety Bond (ISB) on Non-judicial stamp paper of appropriate value, as per Stamp Act?	
2.	Whether date, purpose of purchase of stamp paper and name of the Employer indicated on the back of stamp paper under the Signature of Stamp Vendor? (The date of purchase of stamp paper should be of any date on or before the date of execution of BG/ Insurance Surety Bond (ISB) and the stamp paper should be purchased either in the name of the executing Bank or Insurance Agency or the Contractor on whose behalf the BG/ Insurance Surety Bond (ISB) has been issued. The Stamp Papers (other than e- stamp paper) should be duly signed by the stamp vendor).	
3.	Has the executing officer of BG/ Insurance Surety Bond (ISB) indicated his name, designation and Power of Attorney No. / Signing Power No. etc., on the BG/ Insurance Surety Bond (ISB) ?	
4.	Is each page of BG duly signed / initialed by executant and whether stamp of Bank or Insurance Agency is affixed thereon?	
5.	Whether the last page is signed with full particulars including two witnesses under seal of Bank or Insurance Agency as required in the prescribed proforma?	
6.	Does the Bank Guarantee/ Insurance Surety Bond (ISB) compare verbatim with the Proforma prescribed in the Bidding Documents?	
7.	Are the factual details such as NIT no. / Tender Enquiry no. / Bidding Documents No. / Specification No., Amount of BG/	

		Insurance Surety Bond (ISB) , validity of BG/ Insurance Surety Bond (ISB) correctly mentioned in the BG/ Insurance Surety Bond (ISB) ?	
8.		Whether overwriting / cutting, if any on the BG/ Insurance Surety Bond (ISB) have been properly authenticated under signature & seal of executants?	
9.		Whether BG/ Insurance Surety Bond (ISB) has been issued by a Bank or Insurance Agency in line with the provisions of Bidding Documents?	

Name :.....

Address :.....

Telephone :.....

Email :.....

7. Bank / Insurance Agency Reference

Name :.....

Address :.....

Telephone :.....

Email :.....

Signature of Contractor

.....

Name .....

Designation .....

Seal

Annexure – D

INDEMNITY BOND

[Refer SCC clause 8.2(b)]

THIS AGREEMENT is made on .....by and between BANGALORE METRO RAIL CORPORATION LIMITED, a company registered under the companies Act, 1956 and having its registered office at III[rd] Floor, BMTC COMPLEX, K.H ROAD, SHANTHINAGAR, BANGALORE-560 027 herein after referred to as the "OWNER" (which expression shall, unless excluded by or repugnant to the context or the meaning thereof, be deemed to include its successors and assigns) on the ONE PART

AND

M/s. ..... having its registered office/ principal place of business at . (Hereinafter referred to as the "CONTRACTOR"), which expression shall unless excluded by or repugnant to the context or the meaning thereof, be deemed to include its successors and assigns on the OTHER PART.

WITNESSETH THAT

WHEREAS, the Contractor submitted Tender for execution of the work of .....

.....In accordance with the finally accepted Tender documents with necessary additions/alterations if any

AND

WHEREAS the Employer has accepted the said Tender submitted by the Contractor wherein the Contractor has agreed to execute the aforesaid work

AND

WHEREAS the Contractor has agreed to execute the work on the terms and conditions stated in the Contract Agreement executed on ..... Clause 25.0 of General Condition of Contact of the said Contract Agreement provides for payment by Employer to the Contractor for execution of the work subject to submission of Indemnity Bond & Insurance.

Now, therefore, in consideration of the foregoing promises and mutual convenience herein contained, the Contractor hereby agrees as follows:

1. The materials brought to the site for executing the Contract, for which payment is made by the Employer to the Contractor shall stand hypothecated to the Employer without any further act.
2. The Contractor do hereby agree that it shall not hypothecate, alienate or create any encumbrance on the materials for which payment is released by the Employer.
3. The Contractor shall confirm and furnish a certificate that materials have been physically brought to and have not been incorporated in the work.
4. It shall be the responsibility of the Contractor to ensure that the materials are stored satisfactorily and are designated in stock. The Employer reserves the right to carry out physical verification by giving notice to the Contractor and the Contractor is bound to give all necessary details including records and invoices for carrying out verification. In the event of any discrepancy noticed by the Employer, the Contractor do hereby undertakes to make good the losses within..... days or as notified by the Employer.
5. The Contractor shall ensure that the quantities of stores tally with the quantities of the Contract items for which payment is released by the Employer.
6. The Contractor shall affirm that no materials advance has been paid earlier against the same materials.

7. The Contractor shall ensure that materials conform to the specifications and are of tested quality.
8. The Contractor shall not be entitled to draw / avail loan against the materials for which payment is released by the employer from Bank.
9. The Contractor shall also take Insurance Cover equivalent to the value of the materials for which payment is released by the employer.
10. The Contractor shall provide access to check / cross check the quality / quantity of materials prior to and after the payment.
11. The courts of Bangalore only shall have jurisdiction to deal with and decide any legal matter or dispute whatsoever arising out of this agreement.
12. All the parts of this Contract have been read and fully understood by us.

In witness whereof, the said Company and the Contractor have hereto set their respective hands, on the day, month and year first above written in the presence of the following witnesses:

Name of the Contractor :

Designation of authorized signatory :

Seal of the Contractor :

Witness:

1.....

2.....

Annexure - E

TENDERER'S DECLARATION

(To be executed on e-stamp paper of Rs. 500/- value by the individual Bidder / all the consortium Partners)

I/We have inspected the site of works and have made this declaration that I am / we are fully acquainted with the local conditions in and around the site of works. I/We hereby declare that I/We have gone through the conditions laid down in the information for Tender. Conditions of Contract, Tender specifications, etc and understood the same and on the basis of the same, I/We quoted our rates in the schedule of Quantities attached with the Tender documents.

I/We shall also uniformly maintain such progress as may be directed by the Employer /Engineer to ensure completion of the same within target date as mentioned in the Tender document.

I/We declare that the submission of this Tender is being made by us and confirm that no agent, middleman or any intermediary has been, or will be engaged to provide any services, or any other item of work related to the award and performance of this Contract. We further confirm and declare that no agency commission or any payment which may be construed as an agency commission has been, or will be, paid and that the Tender price does not include any such amount.

I/We undertake to keep the process of Tender evaluation, price and other details confidential.

I/We also undertake to comply with various statutory Laws, Tax Laws, Environmental Laws and Safety measures in execution of the work.

I/We declare that if our Tender is accepted we understand that we are to be held solely responsible for the due performance of the Contract.

I we declare that we will treat as confidential all matters arising in connection with the Tender.

Signature of the Tenderer

Witness:

Address:

Seal of the Tenderer

Annexure - F

UNDERTAKING BY THE TENDERER

(as per 17 & 18.1 of ITT)

An undertaking to the effect to be given by the Tenderer

(To be executed on e-stamp paper of Rs. 500/- value by the Bidder / Lead Bidder of the Consortium)

Ref …… Date ……

To,
The Chief Engineer (Utility Shifting),
BMRCL, 2nd Floor, Deepanjali Nagar,
Bengaluru – 560 026, Karnataka, India

Dear Sirs,

1. I*/We* have read and examined the following Bid Documents relating to the……(full scope of Work).
   a) Notice Inviting Tender.
   b) Conditions of Contract containing Sections: 'Instructions to Tenderer", "General Conditions of Contract (GCC) and Erection Conditions of Contract (ECC)
   c) Special Conditions of Contract (SCC) along with Proforma Annexure …… to ……
   d) Drawings No ……
   e) Technical Specifications.

2. I* / We* hereby submit our Bid and undertake to keep our Bid Valid for a period of One Hundred and Eighty days (180 days) from the date of techno-commercial bid opening.

   I*/We* hereby further undertake that during said period I/We shall not vary/alter or revoke my/our Bid.

3. We also undertake that the Tender submittals does not contain any deviation, amendment, modification or change of any type whatsoever with regard to tender conditions and specifications.

This undertaking is in consideration of BMRCL agreeing to open my/our Bid and consider and evaluate the same for the purpose of Award of Work in terms of provisions of Clause entitled "Acceptance / Award of Contract" Section II – ITT in the Bid Documents.

Should this Bid be accepted, I*/We* also agree to abide by and fulfil all the terms, conditions of provision of the above mentioned Bid Documents.

Witness: Signature along with Seal of Co.

……

Signature (Duly authorized to sign the
Date: Tender On behalf of the
Name & Address Contractor)

Name ……
Designation ……
Name of Co …… (in Block Letters)

*Strike out whichever is not applicable.

Annexure - G

WORK EXPERIENCE

Work completed of similar nature during the last five (5) years specified in ITT clause 2.2 (3) & (4):

Sl. No.	Project Name	Name of Employer	Description of Work	Contract Number	Value of contract (INR)	Date of issue of Work order	Stipulated date of completion	Actual date of completion	Actual value of work done (INR)	Length of HT UG Cable executed	Length of LT UG Cable executed	Nos, of RMU's executed	Performance Certificate (Uploaded or not)	Remarks
1.														
2.														
…														

If any delay in completion of the work, the reasons for delay shall be explained for such work(s):

.....

.....

Place: Signature

Date: Name and Designation

Seal of the Tenderer

Annexure – H

FINANCIAL ELIGIBILITY INFORMATION

1.1 **The information to be filled in by the Tenderer hereunder will be used for purpose of computing Tender capacity as provided for in Clause 2.2 (6) & (7) of the Instructions to Tenderers.**

1.2	Description	Financial Year	Annual turnover amount (In INR Lakhs)	Multiplication factor for work performed to 2026-27 level	Amount Updated to the FY 2026-27
	The Annual Turnover of the Bidder/Consortium year wise in the last five years (in ₹. Lakhs) #	**2021 - 22**		**1.61**	
		2022 - 23		**1.46**	
		2023 - 24		**1.33**	
		2024 - 25		**1.21**	
		2025 - 26		**1.10**	

** ---Value of similar work as defined in ITT Clause 2*
 # --- Attach Certificate from practicing Chartered Accountant.

1.2.1 **Information** on works which are yet to be completed and works for which Tenders have been submitted as on date of this Tender.

(A) Existing commitments and on-going works:

Description of Work	Place & State	Contract No. & Date	Name and Address of Employer	Value of Contract (Rs. Lakh)	Stipulated period of completion	Value of works[1] remaining to be completed (₹. Lakh)	Anticipated date of completion
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

[1]Attach Certificates duly attested by the Employer or Engineers-in-Charge, of the on-going works.

(B) Works for which Tenders already submitted:

Description of Work	Place & State	Name and Address of Employer	Estimated value of works (₹. Lakh)	Stipulated period of completion	Date when decision is expected	Remarks if any
(1)	(2)	(3)	(4)	(5)	(6)	(7)

Place: Signature

Date: Name and Designation

Seal of the Tenderer

Annexure – I

CONTRACTOR'S EQUIPMENT/MACHINERY DETAILS

–

Details of Equipment/Machinery considered essential and to be deployed by the Contractor for successfully carrying out the works:

Sl. No.	Item of Equipment	Requirement[1]		Owned and available			Remarks
		No.	Capacity	Number/ Capacity	Age/ Condition	Ordered or Hired	

Place: Signature

Date: Name and Designation

Seal of the Tenderer

1

Annexure-J

Manufacturer's Authorization Form (MAF)

(To be submitted on the e-stamp paper of Rs. 500/- value in the name of Bidder / Lead Bidder of Consortium**)**

To,
The Chief Engineer (Utility Shifting),
BMRCL, 2nd Floor, Deepanjali Nagar,
Bengaluru – 560 026, Karnataka, India

Sub. : Manufacturers Authorization Form for Ring Mains Units (RMU's)
Ref. : Tender Enquiry No:

Dear Sir,

We, M/s _____ who are established and reputable manufacturers of **Ring Mains Units (RMU's)** having specification similar/better as specified in the bid document, having production unit at _____ do hereby authorize M/s ..... (Name and address of Bidder/Supplier/Dealer) to offer their quotation, negotiate and conclude the contract with you against the above referred tender enquiry. Further, hereby we confirm that we comply to all the necessary qualification requirement as per the tender and we are submitting all the required self-attested documentary evidences to fulfil the tender condition through the Bidder/Supplier/Dealer. We hereby extend our full guarantee and warranty as per terms and conditions of the tender document and the contract for the equipment and services offered against this tender enquiry offered by the above Firm. Further, we hereby undertake if any false representation is made or if we default in supply and service including quality/performance of the above equipment, BMRCL reserves the right to blacklist, terminate, Recovery of the damages of the contract from both the supplier and the OEM.

Yours faithfully,

Name and Title of Signatory:

M/s..... (Name of manufactures)
Company Name:
Address:
Place:
Date:
Company Seal

Annexure – K

CONSORTIUM AGREEMENT

(ON NON-JUDICIAL STAMP PAPER OF Rs. 500/ -)

CONSORTIUM AGREEMENT BETWEEN M/s ……., & M/s ……. for Bid Specification No. ……OF Bangalore Metro Rail Corporation Limited.

This consortium agreement executed on this **……** day ……. Month of Two thousand ……..between M/S**……** a company / Firm incorporated under the laws of **……. (country)** and having its registered office at …… (herein after called the "Lead Company or Lead Bidder" which expression shall include its successors, executors and permitted assigns) and M/S**……,** a company incorporated under the laws of ……..(country) and having its registered office at …… (herein after called the "Constituent Company or Consortium Partner" which expression shall include its successors, executors and permitted assigns), for the purpose of making a bid and entering into a contract (In case of award) against the specification no. **……** " for ……..(Name of the work) for **Bangalore Metro Rail Corporation Limited,** having its registered office at **3rd Floor, BMTC Complex, K.H. Road, Shanthinagar, Bengaluru – 560027, Karnataka** (hereinafter called the "Owner"). The leader of the consortium shall abide by the general terms and conditions specified by the Owner. WHEREAS the Owner invited bids as per the above mentioned specifications for the design, manufacture, testing, supply and erection, testing and commissioning of Equipments/Materials stipulated in the bidding documents under subject package ……..(Name of the work)

AND WHEREAS Section II - ITT (Volume-1: Clause No. 2:- TECHNICAL/ FINANCIAL ELIGIBILITY CRITERIA FOR TENDERERS), forming part of the bidding documents, stipulates that a consortium meeting the requirements of Section II - ITT, (Instructions to Tenderers) applicable may bid, provided the Consortium fulfills all other requirements of specification and in such a case, the Bid shall be signed by the members so as to legally bind the members and who will be jointly and severally liable to perform the Contract and all obligations hereunder.

The above clause further states that the consortium agreement shall be attached to the bid and the contract performance guarantee will be as per the format enclosed with the bidding document without any restriction or liability for either party.

AND WHEREAS the bid has been submitted to the BMRCL vide proposal No.…**……** dated **……** by Lead Company / Bidder based on the Consortium agreement between all the consortium members under these presents and the bid in accordance with the requirements of Specifications (Qualification Requirements).

NOW THIS INDENTURE WITNESSTH AS UNDER

In consideration of the above premises and agreements all the partners to this consortium members do hereby now agree as follows:

1) In Consideration of the award of the Contract by BMRCL to the Consortium members, we, the members to the consortium agreement do hereby agree that Ms. **……** shall act as Lead Company / Bidder and further declare and confirm that we shall jointly and severally be bound up to the BMRCL for the successful performance of the contract and shall be fully responsible for the design, manufacture, supply and successful performance of the equipments in accordance with the Contract.

2) In case of any breach of the said contract by the Lead Company or other constituent of the Consortium agreement, the Lead Company do hereby agree to be fully responsible for the successful performance of the contract and to carryout all the obligations and responsibilities under the contract in accordance with the requirements of the Contract.

3) Further, if the BMRCL suffers any loss or damage on account of any breach in the contract or any shortfall in the performance of the equipment in meeting the performance guaranteed as per the specification in terms of the contract, the Lead Company of these presents undertake to promptly make good such loss or damages caused to the BMRCL, on its demand without any demur. It shall not be necessary or obligatory for the BMRCL to proceed against Lead Partner to these presents before proceeding against or dealing with the other Partner (s).

4) The Financial liability of the members of the consortium agreement to the BMRCL, with respect to any of the claims arising out of performance or non-performance of the obligations set forth in the said agreement, read in conjunction with the relevant conditions of the contract shall, however not be limited in any way so as to restrict or limit the liabilities of any of the members of the agreement.

5) It is expressly understood and agreed between the members to this consortium agreement that the responsibilities and obligations of each of the partners shall be as delineated hereunder (To be incorporated suitably by the member to this agreement). However, each member of the consortium will be severally and jointly responsible for the faithful performance of the contract. It is further agreed by the member that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities of the members under this contract.

Sl. No.	Name of the Lead Bidder / Consortium Partner	**Scope of work / participation**
01.	.....	.....
02	.....	.....

We further declare ourselves bound to execute our scope of work/participation as stated above;

6) This Consortium agreement shall be constructed and interpreted in accordance with the laws of India and the courts of **Bengaluru** shall have the exclusive jurisdiction in all matters arising there under.

7) In case of an award of a Contract, we the Consortium members do hereby agree that we shall be jointly & severally responsible for the works respectively executed and Lead Company shall furnishing a contract performance security from a bank in favor of the BMRCL in the forms acceptable to BMRCL for value of 10% of the Contract price in the current / Currencies of the contract.

8) It is further agreed that the Consortium agreement shall be irrevocable and shall form an integral part of the contract, and shall continue to be enforceable till the BMRCL discharges the same. It shall be effective from the date first mentioned above for all purposes and intents.

IN WITNESS WHEREOF the partners to the Consortium have through their authorized representatives executed these presents and affixed Common seals of their companies, on the day, month and year first mentioned above.

WITNESS

Signature.....
Name.....
Designation.....

For Lead Bidder / Company

Name:
Designation:
Common Seal of the Company

WITNESS

Signature…….
Name……..
Designation…….

For Consortium Partner / Constituent

Name:
Designation:
Common Seal of the Company

Annexure-L

IMPORTANT : TO BE UPLOADED IN KARNATAKA PUBLIC PROCUREMENT PORTAL

PROFORMA OF SELF DECLARATION FOR BORDER SHARING OR NOT SHARING BY BIDDERS

(To be submitted on the e-stamp paper of Rs. 500/- value by the individual Bidder / all the consortium Partners**)**

Ref ..... Date .....

To,
The Chief Engineer (Utility Shifting),
BMRCL, 2nd Floor, Deepanjali Nagar,
Bengaluru – 560 026, Karnataka, India

Dear Sirs,

I*/We* have read and examined the requirement of the tender condition stipulated in Section II - ITT of Bid Documents relating to the Tender Enquiry No. ..... for ..... (full scope of Work)

I*/We* hereby undertake to declare that **(Applicable in case of Bidders from Countries not sharing Border with India)**

I*/We* have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India;
I*/We* certify that .....(Bidder) is not from such a country which shares a land border with India. I hereby certify that our bid fulfills all requirements in this regard and is eligible to be considered.

OR

I*/We* hereby undertake to declare that **(Applicable in case of Bidders from Countries sharing Border with India)**

I*/We* have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India;
I*/We* certify that .....(Bidder) is from such a country which shares a land border with India and has been registered with the Competent Authority. I hereby certify that our bid fulfills all requirements in this regard and is eligible to be considered and also evidence of valid registration issued by the Competent Authority is uploaded.

This undertaking is in consideration of BMRCL agreeing to open my/our Bid and consider and evaluate the same for the purpose of award of work in terms of provisions of bid documents.

Date:

Signature along with Seal of Co.
.....
(Duly authorised to sign the Tender On behalf of the Bidder)
Name .....
Designation .....
Name of Co ..... (in Block Letters)

***Strike out whichever is not applicable.**
Please Note : Among the above two declarations, only one which is applicable is to be declared.

Annexure-M

IMPORTANT : TO BE UPLOADED IN THE KARNATAKA PUBLIC PROCUREMENT PORTAL

PROFORMA OF SELF DECLARATION ON BIDDER's PERFORMANCE

(To be submitted on the e-stamp paper of Rs. 500/- value by the individual Bidder / all the consortium Partners**)**

Ref …… Date ……

To,
The Chief Engineer (Utility Shifting),
BMRCL, 2nd Floor, Deepanjali Nagar,
Bengaluru – 560 026, Karnataka, India

Dear Sirs,

I*/We* have read and examined the requirement of the tender condition stipulated against clause No. … of Section II - ITT of Bid Documents relating to the Tender Enquiry No. …… for …… (full scope of Work).

I*/We* hereby undertake to declare that

i) I*/We* have not made any misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or

ii) I*/We* did not have any record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or

iii) I*/We* have participated in the previous Tender for the same nature of work and had not quoted unreasonably high tender prices and furnished prices were rationally justified; and/or

iv) I*/We* have not been Black-Listed due to non-performance in execution of works by any Public Electrical Utility/ Govt. utility / PSU as on date of bid submission; and/or

v) I*/We* have not been Defaulted/short closed due to non-performance in execution of works against the order placed any Public Electrical Utility/Govt. utility / PSU as on date of bid submission.

This undertaking is in consideration of BMRCL agreeing to open my/our Bid and consider and evaluate the same for the purpose of award of work in terms of provisions in the bid documents.

Date: Signature along with Seal of Co.

……
(Duly authorised to sign the Tender
On behalf of the Bidder)
Name ……
Designation ……
Name of Co ……
(in Block Letters)

*Strike out whichever is not applicable.

Annexure-N

FORM OF EXTENSION OF BANK GUARANTEE/INSURANCE SURETY BOND

Ref ..... Date .....

To
BANGALORE METRO RAIL CORPORATION LIMITED (BMRCL)
III FLOOR BMTC COMPLEX,
K.H. ROAD, SHANTHINAGAR
BANGALORE- 560027.
KARNATAKA, INDIA.

Dear Sirs,

Sub: Extension of Bank Guarantee/ Insurance Surety Bond No ..... dated .....for Rs.....[Indicate value of Bank Guarantee/ Insurance Surety Bond] favouring yourselves, expiring on ..... on account of M/s.....(Name of Contractor) in respect of Contract for.....(Insert Tender Name) (hereinafter called original Bank Guarantee/Insurance Surety Bond)

At the request of M/ s .....,We.....Insurer/Bank, Branch Office at .....and having its Head Office at .....do hereby extend our liability under the above mentioned Guarantee No ..... Dated ..... for a further period of .....Years/Months from .....to expire on .....Except as provided above, all other Terms and Conditions of the original Bank Guarantee/ Insurance Surety Bond No .....dated .....shall remain unaltered and binding.

Please treat this as an integral part of the Original Bank Guarantee to which it would be attached.

Signature .....

Name
.....
Designation
.....

Authorised Vide Power of Attorney No. .....

Dated .....

SEAL OF BANK/INSURANCE COMPANY

Note:

The extension of BG/Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG/Insurance Surety Bond is submitted or is to be acted upon

or the rate prevailing in the State where the BG is executed, whichever is higher. The Stamp Paper/e-Stamp paper shall be purchased in the name of Bank / Insurer issuing the guarantee.